

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000009333**  
**Fisher Scientific Company LLC**  
**3970 Johns Creek Court Suite 500**  
**Suwanee GA 30024**  
**USA**

<b>Contract ID</b> 0000000000000000000018744		<b>Page</b> 1 of 3
<b>Contract Dates</b> 12/06/2010 to 12/31/2015		<b>Origin</b> CPS
<b>Description:</b> CPS-LAB. EQUIPMENT & SUPPLIES		<b>Contract Maximum</b> \$9,999,999.99
<b>Buyer Name</b> LaRose, Deborah L	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		LABORATORY EQUIPMENT & SUPPLIES	EA	0.01000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF IDAHO ON BEHALF NASPO ENTITLED LABORATORY EQUIPMENT AND SUPPLIES DATED APRIL 29, 2010, ALL ADDENDUMS, ATTACHMENTS, CONTRACTOR'S RESPONSE AND NASPO COOPERATIVE LABORATORY SUPPLY CONTRACT MASTER PRICE AGREEMENT NUMBER SBPO1337 INCORPORATED AS PART OF THIS CONTRACT.

STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS COOPERATIVE PROCUREMENT ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER AND SHALL TAKE PRECEDENCE OVER ANY INCONSISTENT TERMS IN THIS DOCUMENT OR ANY OF THE ATTACHMENTS OR ADDENDA INCORPORATED INTO THIS DOCUMENT.

SCOPE OF CONTRACT: TO PROVIDE LABORATORY EQUIPMENT AND SUPPLIES TO STATE AGENCIES AND POLITICAL SUBDIVISIONS.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF THIRTY MONTHS TO ALIGN NASPO/IDAHO CONTRACT SBPO1336 WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE-YEAR TERMS OR PORTIONS THEREOF.

TERMS: NET 30 DAYS

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

FISHER HAS A MINIMUM ORDER OF \$50.00. DELIVERY CHARGES WILL NOT BE ALLOWED FOR ITEMS SHIPPED FROM A 3RD PARTY VENDOR AS LONG AS ORIGINAL ORDER EXCEEDS THE MINIMUM AMOUNT STATED. IF ANY ITEMS ORDERED HAVE SPECIAL PACKAGING (e.g. DRY ICE), HANDLING (e.g. NEXT DAY DELIVERY REQUIRED), OR A SPECIAL PRICING ARRANGEMENT HAS BEEN MADE BETWEEN THE MANUFACTURER AND THE PARTICIPATING STATE THAT WILL REQUIRE THE CONTRACTOR TO CHARGE ADDITIONAL SHIPPING, THESE ITEMS MUST BE MARKED/FLAGGED IN THE ORDERING SYSTEM TO CLEARLY IDENTIFY THAT THEY ARE SUBJECT TO ADDITIONAL CHARGES.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT. THE STATE SHALL BE RESPONSIBLE FOR AND SHALL PAY CONTRACTOR IN FULL FOR ALL ORDERS EXECUTED PRIOR TO THE WRITTEN CANCELLATION NOTICE.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER

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SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE. BEFORE THE STATE CAN PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, THE CONTRACTOR SHALL HAVE AN OPPORTUNITY TO REMEDY THE SITUATION WITHIN TEN (10) DAYS AFTER RECEIVING A WRITTEN DEFAULT NOTICE ISSUED BY THE STATE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

PRICE: PRICING SHALL BE IN ACCORDANCE WITH THE NASPO/IDAHO MASTER SERVICE AGREEMENT NUMBER SBPO1336.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
DEB LaROSE, PURCHASING AGENT,  
TELEPHONE 802-828-4635,  
FAX 802-828-2222  
E-MAIL: [deb.larose@state.vt.us](mailto:deb.larose@state.vt.us)

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

CHANGE ORDER #1 - 06-06-2013 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEW OPTION YEAR ONE THERE BY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO 06/30/2014 AT THE SAME TERMS AND CONDITIONS. PRICING IS ACCORDING TO NASPO COOPERATIVE LABORATORY SUPPLY CONTRACT MASTER PRICE AGREEMENT NUMBER SBP01336.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CHANGE ORDER #2 - 06-03-2014 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEW OPTION YEAR TWO THERE BY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO 06/30/2015 AT THE SAME TERMS AND CONDITIONS. PRICING IS ACCORDING TO NASPO COOPERATIVE LABORATORY SUPPLY CONTRACT MASTER PRICE AGREEMENT NUMBER SBP01336.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

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CHANGE #03 - 06/08/2015 - THE STATE IS HEREBY AMENDING CONTRACT #18744 WSCA/NASPO MASTER AGREEMENT SBPO1336. TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR SIX MONTHS TO DECEMBER 31, 2015 AND UNDER THE SAME PRICING TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED. CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_